

Timberline Residential Owners Association Pool Rental Policy

Rental Information:

- A member desiring to reserve the pool must contact McKay Management at <http://mckayrentals.com/timberline/>. To reserve the pool area, you **must** be a member in good standing of the Timberline Residential Owners Association (current with dues) and it is **not** for exclusive use. Members are still allowed use of the pool during a renter's reservation.
- Reservations are not accepted for Fridays, Saturdays or Sundays. Memorial Day, the 4th of July, and Labor Day holidays are set aside for general member usage and therefore cannot be reserved for the weekend or the weekday that the holiday occurs.
- Maximum party size of 40 guests with only 20 people using the pool.
- Payment must be made by the resident renting the pool within 10 days of confirmation. Please visit <http://mckayrentals.com/timberline/> and click the payment link to make your payment.
- Rental period cannot exceed 3 hours and pool deck must be vacated by 8 PM. (Unless otherwise approved by McKay Management). Member must be present the entire time of the rental.
- For parties or special events for which Swimming Pool Services is to provide lifeguards, Owner is responsible for giving SPS (205.601.3385) fourteen days notice as to:
 - a) The time and date of the party;
 - b) The number of people who are scheduled to attend
 - c) The general age group of those attending;
 - d) Special admission instructions

SPS reserves the right to refuse lifeguarding for any party outside the normal pool operating hours due to unavailability and age of staff, or nature of the party. Billing shall include any time spent cleaning up after use by any special group or party. Billing and payment shall be \$18.75 an hour for each lifeguard and corresponding maintenance. Payment shall be made to SPS by the individual scheduling the event no later than 10 days prior to the event.

- All decorations must be removed by renter.
- Music is not allowed around pool.
- **No** glass containers are allowed on the pool deck.
- **No** animals are allowed on the pool deck.
- **No** Grills are allowed on the pool deck. Chaffing dishes are allowed.
- No alcoholic beverages allowed.

INDEMNIFICATION:

- Renter agrees to indemnify, defend, and hold harmless Association from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 15.

Cleaning:

- Clean the pool deck by sweeping and spraying off with hose if necessary.
- Remove anything left in the pool.
- Wipe down all tables.
- Inspect for cleanliness and straighten up furniture as necessary.
- Remove all trash from the premises; provide your own trash bags. Do not put trash in trashcans around the pool.
- Cleaning must be done at the end of the rental period and not the following day.